

AG Contract No. KR97 0549TRN
ADOT ECS File No. JPA 97-39
Project: TEA-038-1(33)/
TEA-214- -(13)
Tracs No. H4288 01D/H4288 01C
H4607 01D/H4607 01C
Section: SR-88 Apache Trail
Roosevelt Dam/Inspiration Point
Interpretive Overlooks
CA No.

Intergovernmental Agreement
(Collection Agreement)
between

The State of Arizona
and

The United States Department of Agriculture
Tonto National Forest

THIS COLLECTION AGREEMENT, made and entered into on 6 November, 1997
by and between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF
TRANSPORTATION (the "State") and the UNITED STATES DEPARTMENT OF AGRICULTURE,
TONGO NATIONAL FOREST, acting by and through its Contracting Officer (the
"Forest Service"), under the provisions of the Arizona Revised Statutes,
Sections 11-951 through 11-954, as amended, and the provisions of the
Cooperative Funds Act of June 30, 1914 (16 U.S.C. 498) and the
Intergovernmental Cooperation Act of 1968, Title III, 31 U.S.C. 6501-6508, Pub.
L. 90-577, as amended, Pub. L. 97-258, September 13, 1982.

WITNESSETH:

WHEREAS, the FOREST SERVICE manages National Forest lands that include the
Tonto National Forest and Tonto Basin Ranger District and,

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 and
28-112 to enter into this agreement and has by resolution, a copy of which is
attached hereto and made a part hereof, resolved to enter into this agreement
and has delegated to the undersigned the authority to execute this agreement on
behalf of the State; and

WHEREAS, the US Intermodal Surface Transportation Efficiency Act (ISTEA) of
1991 includes provisions for the Enhancement Fund which establishes a program
providing State pass-through funds to be used for the development of
transportation related enhancement projects,

NO. 22020

Filed with the Secretary of State

Date Filed: 11/06/97

Betty Bayless
Secretary of State

By: Wicky Greenwald

NOW, THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

A. The STATE Shall:

1. Pay the FOREST SERVICE within 30 days after receipt of a bill for collection and approval of an invoice, in a total amount not to exceed \$826,200.00. Agreed upon costs will include all direct project costs and all project personnel costs for survey, design and administration work.

2. Make remittance payable to Forest Service, USDA, and send to the address identified on the Bill for Collection.

B. The FOREST SERVICE Shall:

1. Provide design plans, specifications or such other documents, and services required for construction bidding and construction, and call for bids and award one or more construction contracts for the Project. Upon completion provide maintenance to the facilities.

2. List on the title and plan sheets the Forest Service contract or project numbers, the FHWA federal aid number and the State ADOT TRACS number.

3. Be responsible for the supervision and the standards of workmanship for the completion of the project.

4. Recognize the STATE as contributor by appropriate means.

5. Invoice the STATE for the cost of the completed work on the improvements, in a total amount not to exceed \$826,200.00. The State will be invoiced bi-annually.

C. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

1. This instrument in no way restricts the Forest Service or the State from participating in similar activities with other public or private agencies, organizations, and individuals.

2. No part of this instrument shall entitle the State to any share or interest in the project other than the right to use and enjoy the same under the existing regulations of the Forest Service.

3. Contributions authorized for use by the Forest Service, which are not spent or obligated for the project(s) approved under this instrument, will be refunded to the State or authorized for use for new projects as agreed to by the State.

4. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of written modification, signed and dated by both parties, prior to any changes being performed. No obligation

shall be incurred for any changes not properly approved in advance.

5. Improvements placed on National Forest System land at the direction of either of the parties, shall thereupon become property of the United States, and shall be subject to the same regulations and administration of the Forest Service as other National Forest improvements of a similar nature.

6. Either party upon mutual agreement, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration. The Forest Service shall not incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for Forest Service expenses and all noncancellable obligations properly incurred up to the effective date of termination. Excess funds shall be refunded within 60 days after the effective date of termination.

7. This instrument is executed as of the last date shown below and expires no later than September 30, 1999, at which time it is subject to review, renewal, or expiration.

8. This agreement shall become effective upon filing with the Arizona Secretary of State.

9. This agreement may be cancelled in accordance with Arizona Revised Statutes, Section 38-511 pertaining to conflicts of interest on behalf of State employees.

10. The provisions of Arizona Revised Statutes Section 35-214 pertaining to audit are applicable to this agreement.

11. Applicable laws of the State and Federal government shall govern the rights of the parties with respect to the performance of this agreement. The parties hereto shall select a process for the resolution of claims or disputes relating to this agreement, compliant with applicable laws and regulations of the State and Federal Government, and acceptable to the State and Federal Government. Such process will include a provision for arbitration.

D. PROJECT COORDINATORS: Administration of this agreement shall be accomplished by:

For the State of Arizona

Jack Hammitt, CPM
Arizona Department of Transportation
Joint Project Administrator
205 S. 17th Ave., Mail Drop 616E
Phoenix, Az 85007

For the Forest Service:

Terry Brennan
USDA, Forest Service
Tonto National Forest
2324 E. McDowell Rd.
Phoenix, Az 85006

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last date written below.

STATE OF ARIZONA
Department of Transportation

BY: 

CHARLES BAZAN
Forest Supervisor

DATE: 10/9/97

US DEPARTMENT OF AGRICULTURE
Tonto National Forest

BY: 

VICTOR MENDEZ
Deputy State Engineer

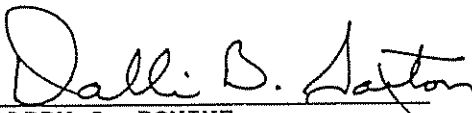
DATE: 10/21/97

Management Code: 358710

RESOLUTION

BE IT RESOLVED on this 20th day of March 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the the Tonto National Forest for the purpose of defining responsibilities for the design, construction and maintenance of interpretive areas on SR-88 at Roosevelt Dam and Inspiration Point.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.


for LARRY S. BONINE
Director

JPA 97-39

DETERMINATION

Arizona Contract No. JPA 97-39, which is an agreement between public agencies; to wit; the STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the UNITED STATES DEPARTMENT OF AGRICULTURE, TONTO NATIONAL FOREST SERVICE, has been reviewed by the undersigned for the United States who has determined that it is in the proper form and within the powers and authority granted to the United States.

No opinion is expressed as to the authority of the State of Arizona to enter into said agreement.

DATED this 9th day of October, 1997.

THE UNITED STATES OF AMERICA

By Perry Brennan

Financial Plan

ITEMIZED COST ESTIMATE

ADOT PREFIX NO. 88 GI 242
TRACS NO. NOT ASSIGNED
FED. NO. NOT ASSIGNED
THEODORE ROOSEVELT DAM INTERPRETIVE OVERLOOK

ITEM	UNIT	QUANTITY	UNIT COST	COST
Design				\$30,000
<u>CONSTRUCTION</u>				
Construct entrance Rd. & Parking Lot	Lump sum	1	\$93,000	\$93,000
Construct Overlook & Interpretive Facil.	Lump sum	1	205,000	205,000
Landscaping	Lump sum	1	16,000	16,000
Subtotal				\$344,000
Erosion Control (1%)				3,440
Quality Control (2%)				6,880
Water Supply & Dust Palliative (2%)				6,880
Maint. & Protection of Traffic (10%)				34,400
Mobilization (7%)				23,720
Construction Surveying (2%)				6,880
Construction Engineering & Conting. (20%)				68,800
Subtotal				\$151,000
Total				\$495,000

Financial Plan

10. TOTAL PROJECT COST AND FEDERAL AMOUNT REQUESTED		11. LOCAL GOVERNMENT SPONSOR MATCH AMOUNT, PERCENTAGE (MINIMUM 20%)	
TOTAL COST	FEDERAL AMOUNT	LOCAL AMOUNT	PERCENT OF TOTAL
\$ 331,200	\$ 264,960	\$ 66,240	20%

12. Estimated project costs by element (Right of Way, Design, Acquisition, Construction, Landscaping, etc.)

Design: \$ 28,000

Construction:

Entrance road and parking lot	\$ 70,000
Overlook and interpretive facilities	90,000
Landscaping	6,000
Safety and security	36,000
Subtotal	\$ 230,000

Erosion Control (1%)	\$ 2,300
Quality Control (2%)	4,600
Water supply & dust pallative (2%)	4,600
Maintenance & protection of traffic (10%)	23,000
Mobilization (7%)	16,100
Construction surveying (2%)	4,600
Const. engineering & contingencies (20%)	46,000
Subtotal	\$ 101,200

TOTAL \$ 331,200

Additional costs and funding source(s) for elements not included in this funding request.

Costs shown are for entire project.



GRANT WOODS
ATTORNEY GENERAL

STATE OF ARIZONA
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1275 WEST WASHINGTON, PHOENIX 85007-2926

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INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR97-0549-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE October 24, 1997.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/8455

Enc.